CONTRACT #2 RFS # 328.01-50508 FA # 08-21377 Edison # 6904

Tennessee Wildlife Resources Agency (TWRA)

VENDOR:

J. F. Griffin Publishing, LLC



TENNESSEE WILDLIFE RESOURCES AGENCY

ELLINGTON AGRICULTURAL CENTER
P. O. BOX 40747
NASHVILLE, TENNESSEE 37204

June 23, 2011

Jim White, Executive Director Fiscal Review Committee 8th Floor, Rachel Jackson Building Nashville, TN 37243

Dear Mr. White:

I am requesting approval for the final amendment (amendment number four (4)) to our contract for printing our statutorily—required regulatory guides. The contract was awarded via RFP-328.01-505 to J.F. Griffin Publishing, LLC, in 2007 for a five (5) year contract, to be amended each year because of the volatility of the price of paper at the time of the award. The RFP was bid as follows:

Years 1 & 2 - \$98,000.00 each year Years 3 & 4 - \$88,000.00 each year Year 5 - \$72,000.00 each year

The decrease in the yearly payment rate is due to the vendor selling advertising in the guides in order to supplement the state's portion of the cost. The previous vendor, Liberty Press charged \$121,856 per year to print these guides and they were the only other company to submit a proposal to our RFP. The J.F. Griffin contract has saved the state \$163,930.00 over the 5 year term of the contract.

We have also checked with the state's printing division, but they do not have the proper equipment to print these guides.

The request for review is late due to some confusion on the part of our service procurement coordinator during last year's review. She was informed that a non-competitive amendment request was no longer necessary to be submitted to OCR to initiate an amendment for this contract since it was awarded pursuant to an RFP, and she misunderstood that it was also no longer necessary for the fiscal review committee to review the amendment as well.

If you have any further questions please contact me. Your favorable approval of this amendment would be much appreciated.

Sincerely,

Ed Carter

Executive Director

Tennessee Wildlife Resources Agency

enclosures

The State of Tennessee

$\frac{Supplemental\ Documentation\ Required\ for}{Fiscal\ Review\ Committee}$

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Supplemental Documentation Required for Fiscal Review Committee

For all new non-competitive contracts and any contract amendment that changes Sections A or C.3. of the original or previously amended contract document, provide estimates based on information provided the Department by the vendor for determination of contract maximum liability. Add rows as necessary to provide all information requested.

If it is determined that the question is not applicable to your contract document attach detailed explanation as to why that determination was made.

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Invoice

Due Date

Date	Invoice #
2/18/2011	3521

Bill To

TN Wildlife Resources Agency
Don Crawford, Asst. Chief of Information
& Education

P.O. Box 40747 Nashville, TN 37204 MAR 0 7 2011

TENN WILDLIFE RESOURCES BUDGET SECTION

Balance Due

Terms

430 Main Street, Suite 5 * Williamstown, MA 01267 * 413.884.1001 * www.jfgriffin.com

Accounts Receivable * 413.884.2732

650/ 6506

\$37,160.00

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The State of Tennessee's Enterprise Resource

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Back To Voucher Inquiry

Business Unit:

32801

Voucher ID: 00018624 Invoice Number:

3521

Vendor Name:

JF GRIFFIN PUBLISHING LLC

Vendor Location:

MAIN

Gross Invoice Amount:

37,160.00

Transaction Currency:

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Bank Bank Code Account

Payment Reference ID Business Unit 0000747019

<u>Applied</u>

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First 1 of 1 Last Voucher Paid Payment Amount Status

37,160.00 Paid



Invoice

Date	Invoice #
10/1/2010	3032

Bill To

TN Wildlife Resources Agency
Don Crawford, Asst. Chief of Information
& Education
P.O. Box 40747
Nashville, TN 37204

Terms Due Date

Quantity	Description	Rate	Amount
-	Delivery of 2010 TN Waterfowl Hunting Guide	8,780.00	8,780.0
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RECEIVED

OCT 0 7 2010

TN WILDLIFE RESOURCES PURCHASING DEPARTMENT

Total

\$8,780.00

Payments/Credits

\$0.00

Balance Due

\$8,780.00

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Invoice

Date	Invoice #
8/10/2010	2702

Bill To

TN Wildlife Resources Agency Don Crawford, Asst. Chief of Information & Education

P.O. Box 40747

Nashville, TN 37204

Terms	Due Date
	9/8/2009

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Quantity Description	Rate	Amount
Delivery of 2010 TN Flunting & Trapping Guide PORT/PHOJ# DATE / 6/10	APPROVACE	42.060.00 S/16/10 ROUNT 2/, U3U 7 2010
V#13/194	Total	\$42,060.00
<u>Q</u>	Payments/Cred	its \$0.00
С [Balance Due	\$42,060.00

430 Main Street, Suite 5 * Williamstown, MA 01267 * 413.884 No. 1 * www.jfgriffing AUG 2 0 2010

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09/14/2010

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MINGHASING DEPARTMENT

Invoice

Date	Invoice#
2/10/2010	1965

Bill To

TN Wildlife Resources Agency
Don Crawford, Asst. Chief of Information
& Education
P.O. Box 40747
Nashville, TN 37204

	Terms	Due Date
	Net 30	3/12/2010
Quantity Description	Rate	Amount
Delivery of 2010 TN Fishing Guide BBGT/PROJ# DATE 650 2/16/10 CONTRACT # AMOUNT 18,580. APPROVAT Edison Contract T.	APPROVAL D	37,160.00 //6//0 UNT 8/580
Rec RECESIVED	Total Payments/Credits Balance Due	\$37,160.00 \$37,160.00



The State of Tennessee

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Bank Name:

Pay Cycle:

Address:

Vendor Name:

Bank Account #: 1000

491

My Page Payroll HR Benefits T&L ELM Finance Procurement Logistics

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View/Add Related Documents

Vouchers For a Payment

Regions

ACH

Back To Payment Inquiry

Pymnt Ref ID: 0000302382

03/24/2010

Accounting Date:

Payment Date:

03/25/2010

Days Outstanding:

Payment Clear Date: 03/26/2010

Reconcile Date:

09/07/2010

Williamstown

430 Main St

USA

Value Date:

03/25/2010

Payment Amount:

37,160.00 USD

Seq Num:

J F Griffin Publishing Llc

Payment

EFT

Description

Method:

Customize | Find | View All

<u>Business</u> <u>Unit</u>

Advice Seq <u>Advice</u>

Invoice Number Gross Paid Amount

Paid Amount Currency Discount Taken

Late

Source

32801

02/10/2010

1965

37,160.00

37,160.00 USD

Charge

Accoun



The State of Tennessee!

My Links Select One:

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New Window | Help | Customize Page | 125

Payroll HR Benefits T&L ELM Finance Procurement Logistics

Business Unit:

32801

Voucher ID:

00009073 Invoice Number: 1965

Vendor Name:

JF GRIFFIN PUBLISHING LLC

Vendor Location:

MAIN

Gross Invoice Amount:

00001

37,160.00

Transaction Currency:

Back To Voucher Inquiry

USD

Details Bank

SetID

SHARE

Bank Code

Bank Account 1000

Payment Reference ID Business Unit

0000302382

Applied

Applied Voucher ID

<u>Payment</u> Date

Customize | Find | View All | III Payment Payment **Amount Currency**

Voucher Paid Payment **Amount Status**

03/25/2010

37,160.00 USD

37,160.00 Paid

First 1 of 1 Last





Date	Invoice #
8/8/2009	1530

Bill To TN Wildlife Resources Agency Don Crawford, Asst. Chief of Information & Education P.O. Box 40747 Nashville, TN 37204

P.O. 1916 Rec # 2456

Purget 10-20-09

Terms Due Date 8/8/2009 Rate Amount 46,060.00 46,060.00

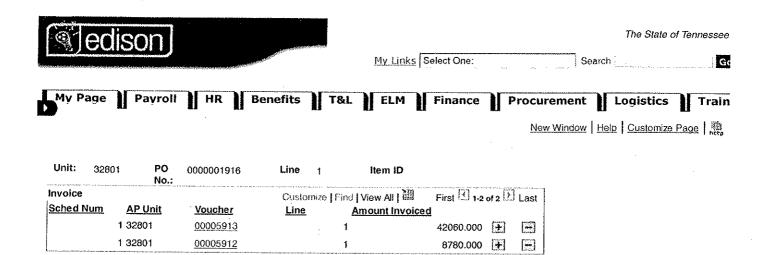
Quantity Description Delivery of 2009 TN Hunting & Trapping Guide **Total** Payments/Credits \$0.00 **Balance Due** \$46,060,00

430 Main Street, Suite 5 * Williamstown, MA 01267 * 413.884.1001 * www.jfgriffin.com

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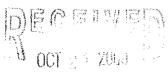


Activity Summary

A Return to Search Notity



Williamstown, MA 01267



Invoice

Date	Invoice #
10/2/2009	1667

MARK MALLON AND CONTRACTOR DEPOSIT RECORDS

Bill To
TN Wildlife Resources Agency
Don Crawford, Asst. Chief of Information
& Education
P.O. Box 40747
Nashville, TN 37204

RO.1916 Rec + 2455

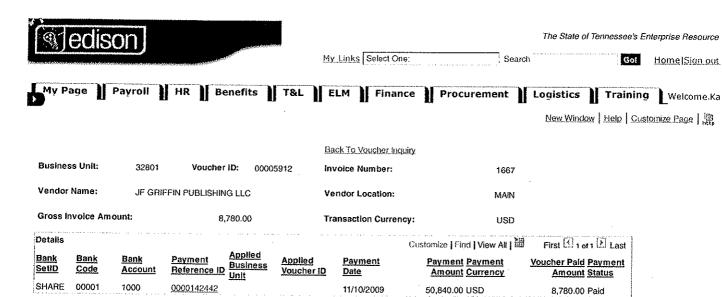
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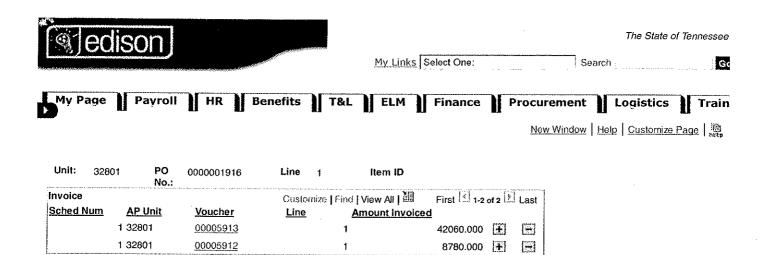
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		Total Payments/Credits	\$ 878 \$10.780.00
	ther 5912	Balance Due	\$10,780.00

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Activity Summary

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S071

S T A R S VENDOR PAYMENT FILE 07/07/09 09:43

DIRECT ACCESS:

FUNCTION: N (I,N), PF1=HELP, PF2=RETURN TO MENU, PF4=END DIRECT ACCESS

VENDOR NO: V010824458 00 DEPT: 328 DIV: 01 INVOICE NO: 853

VENDOR NAME: J F GRIFFIN PUBLISHING LLC

VENDOR TYPE: F

TRANSACTION ID TC R CUR DOC NO REF DOC NO WARRANT NO INVOICE NO DUE DATE PROC DATE REDEEM DT AMOUNT

32801080731D02900006 103 0301 FA0821377 01 R757618 853 • 08/22/08 08/01/08 08/22/08 23,030.00

Z07 NEXT REC DISPLAYED Z41 ENTER INQUIRY DATA

Page: 1 Document Name: untitled

S071

S T A R S VENDOR PAYMENT FILE

07/07/09 09:43

DIRECT ACCESS:

FUNCTION: N (I,N), PF1=HELP, PF2=RETURN TO MENU, PF4=END DIRECT ACCESS

VENDOR NO: V010824458 00 DEPT: 328 DIV: 01 INVOICE NO: 1018
VENDOR NAME: J F GRIFFIN PUBLISHING LLC VENDOR TYPE: F

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32801081001D13100002	103	1961	FA0821377 01	R810120
1018 32801090303D36700012	103	• 09/26/08 5377	10/03/08 10/07/08 FA0821377 00	5,390.00 R987324
1101 32801090303D36700013	1.03	* 02/23/09 5377	03/11/09 03/13/09 FA0821377 01	20,580.00 R987324
1101		• 02/23/09	03/11/09 03/13/09	20,580.00
32801080731D02900005 853	103	0301 • 08/22/08	FA0821377 00 08/01/08 08/22/08	R757618 23,030.00
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08/15/07 (19:01)

CYCLE 00034

STATE OF TENNESSEE STATEWIDE ACCOUNTING AND REPORTING SYSTEM DAILY SUMMARY OF WRITTEN WARRANTS ACCOUNTING DATE 08/15/07

ADMIN AGENCY 328.01 WILDLIFE RESOURCES AGENCY WILDLIFE RESOURCES AGENCY

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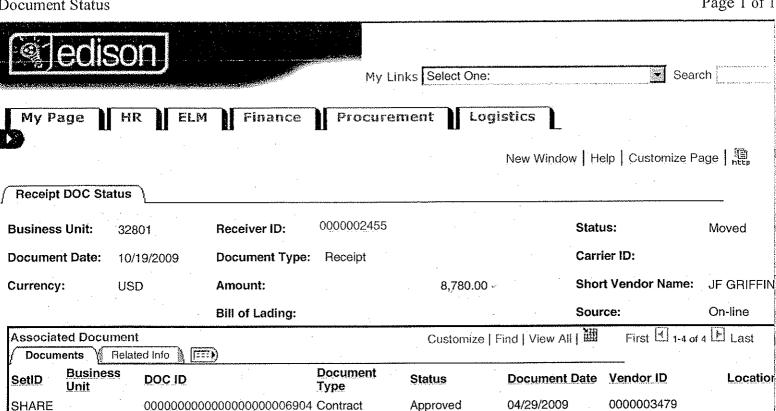
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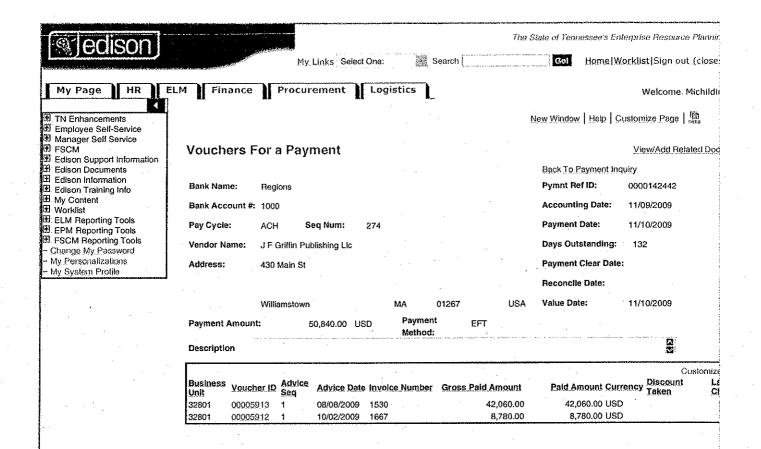
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DIRECT ACCESS:

FUNCTION: N (I,N), PF1=HELP, PF2=RETURN TO MENU, PF4=END DIRECT ACCESS

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VENDOR NO: V010824458 00 DEPT: 328 DIV: 01 INVOICE NO: 1101

103

VENDOR NAME: J F GRIFFIN PUBLISHING LLC VENDOR TYPE: F

TRANSACTION ID TC R CUR DOC NO REF DOC NO WARRANT NO INVOICE NO DUE DATE PROC DATE REDEEM DT AMOUNT R987324 32801090303D36700012 5377 FA0821377 00 103 02/23/09 03/11/09 03/13/09 20,580.00 1101

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Z06 SUCCESSFUL RECALL Z41 ENTER INQUIRY DATA

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CONTRACT AMENDMENT

Agency T		Edison ID	·····	Contract #	ł	Amendment #				
328.01-00056		6904			8-21377-00	4				
Contractor Legal Entity Name Edison Ve										
J.F. Griffin Publishing 3479										
·····						3479				
Amendment Purpose & Effect(s) Extend contract for publishing three regulatory guides, which are mandated by statue with the same vendor.										
Amendme	ent Changes Contrac	t End Date:	⊠ YES	Пио	End Date:	June 30, 2012				
Amount o	of the TOTAL Contrac	t Amount INCREA	SE or DEC	REASE <u>per</u>	this Amendment:	\$ 72,000.00				
Funding -										
FY	State	Federal	Interdepa	artmental	Other	TOTAL Contract Amount				
08	\$98,000.00					\$98,000.00				
09	\$98,000.00					\$98,000.00				
10	\$88,000.00					\$88,000.00				
11	\$88,000.00					\$88,000.00				
12	\$72,000.00					\$72,000.00				
TOTAL:	\$444,000.00					\$444,000.00				
American	Recovery and Reinv	restment Act (ARR	A) Funding	ı: YE	s 🛭 no					
American Recovery and Reinvestment Act (ARRA) Funding: Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations. OCR USE OCR USE										
Speed Ch	art (optional)	Account Code (d	ptional)							

AMENDMENT FOUR OF CONTRACT FA-08-21377-00

This Amendment is made and entered by and between the State of Tennessee, Tennessee Wildlife Resources Agency, hereinafter referred to as the "State" and J.F. Griffin Publishing, hereinafter referred to as the "Contractor." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject contract is hereby amended as follows:

- 1. Contract section B.1. is deleted in its entirety and replaced with the following:
 - B.1. This contract shall be effective for the period commencing on July 1, 2007 and ending on June 30, 2012. The State shall have no obligation for services rendered by the Contractor which are not performed with in the specified period.
- 2. Contract section C.1 is deleted in its entirety and replaced with the following:
 - C.1 <u>Maximum Liability</u>. In no event shall the maximum liability of the State under this Contract exceed four hundred and forty-four thousand dollars (\$444,000.00). The Service Rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The Service Rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the Service Rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

The revisions set forth herein shall be effective on the date of final approval by all appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury). All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

IN WITHERC WHEDEOF

PRINTED NAME AND TITLE OF SIGNATORY (above)		
SIGNATURE	DATE	
J.F GRIFFIN PUBLISHING:		
IN WITHESS WHEREOF,		



GENERAL ASSEMBLY OF THE STATE OF TENNESSEE FISCAL REVIEW COMMITTEE

320 Sixth Avenue, North - 8th Floor NASHVILLE, TENNESSEE 37243-0057 615-741-2564

Sen. Bill Ketron, Chairman

Senators

Douglas Henry Doug Jackson

Reginald Tate Ken Yager

Brian Kelsey

Randy McNally, ex officio

Lt. Governor Ron Ramsey, ex officio

Rep. Charles Curtiss, Vice-Chairman

Representatives

Harry Brooks Curtis Johnson Steve McManus Donna Rowland Tony Shipley Curry Todd

Mary Pruitt

Eddie Yokley

Craig Fitzhugh, ex officio

Speaker Kent Williams, ex officio

MEMORANDUM

TO:

The Honorable Dave Goetz. Commissioner

Department of Finance and Administration

FROM:

Bill Ketron, Chairman, Fiscal Review Committee

Charles Curtiss, Vice-Chairman, Fiscal Review Committee

DATE:

April 19, 2010

SUBJECT:

Contract Comments

(Fiscal Review Committee Meeting 4/12/10)

RFS# 328.01-505

Department: Tennessee Wildlife Resources Agency (TWRA)

Contractor: J. F. Griffin Publishing, LLC

Summary: The vendor is currently responsible for the production and printing of the State's three regulatory guides for hunting, fishing, and waterfowl seasons. The proposed amendment extends the contract for an additional year through June 30, 2011, and increases the maximum liability by \$88,000.

Maximum liability: \$284,000

Maximum liability w/amendment \$372,000

After review, the Fiscal Review Committee voted to recommend approval of the contract amendment.

cc: Mr. Ed Carter, Executive Director, TWRA

Mr. Robert Barlow, Director, Office of Contracts Review

WILDLIFE RESOURCES

TENNESSEE WILDLIFE RESOURCES AGENCY

P. O. BOX 40747
NASHVILLE, TENNESSEE 37204

March 24, 2010

Jim White, Executive Director Fiscal Review Committee 8th Floor, Rachel Jackson Building Nashville, TN 37243

Dear Mr. White:

I am requesting approval for amendment number three (3) to our contract for printing our statutorily—required regulatory guides. The contract was awarded via RFP-328.01-505 to J.F. Griffin Publishing, LLC, in 2007 for a five (5) year contract, to be amended each year because of the volatility of the price of paper at the time of the award. The RFP was bid as follows:

Years 1 & 2 - \$98,000.00 each year Years 3 & 4 - \$88,000.00 each year Year 5 - \$72,000.00 each year

The decrease in the yearly payment rate is due to the vendor selling advertising in the guides in order to supplement the state's portion of the cost. The previous vendor, Liberty Press charged \$121,856 per year to print these guides and they were the only other company to submit a proposal to our RFP. So far we have saved \$33,856 with J.F. Griffin Publishing, LLC. We have also checked with the state's printing division, but they do not have the proper equipment to print these guides.

If you have any further questions please contact me. Your favorable approval of this amendment would be much appreciated.

Sincerely,

Ed Carter

Executive Director

Tennessee Wildlife Resources Agency

enclosures

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MAR 2 6 2010

FISCAL REVIEW

Supplemental Documentation Required for Fiscal Review Committee

*Contact Name:	Don Crav	wford			*Con Ph	tact one:	615-78	31-6542
*Original Contract	FA-08-21	1377-00	0		*Original		328.01	-505-08
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Proposed Amend	lment Effe	ective	Da	te:	July 1, 2010)		
		(if appl						
*Dep	artment S							rces Agency
		*Div	risio	on:	Information		cation	
	*Date	Subm	itte	ed:	March 24, 2	.010		
*Submitted W	ithin Sixt	y (60)	day	ys:	Yes			
)	If n	iot, exp	pla	in:				
*Co	ntract Ve	ndor N	Van	ne:	J. F. Griffin	Publis	hing	
*Current	Maximu	m Lial	bili	ty:	\$284,000.00)		
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Supplemental Documentation Required for Fiscal Review Committee

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For all new non-competitive contracts and any contract amendment that changes Sections A or C.3. of the original or previously amended contract document, provide estimates based on information provided the Department by the vendor for determination of contract maximum liability. Add rows as necessary to provide all information requested.

If it is determined that the question is not applicable to your contract document attach detailed explanation as to why that determination was made.

Interdepartmental:	Other:					
If "other" please define:						
Dates of All Previous Amendments or Revisions: (if applicable)	Brief Description of Actions in Previous Amendments or Revisions: (if applicable)					
April 08	Extension of contract for one year					
May 09	Extension of contract for one year					
Method of Original Award: (if ap	plicable) RFP					
*What were the projected cost	s of the \$444,000					
service for the entire term of the c	ontract					
prior to contract	award?					

Supplemental Documentation Required for

Fiscal Review Committee

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VENDOR NAME: J F GRIFFIN PUBLISHING LLC

VENDOR TYPE: F

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VENDOR NAME: J F GRIFFIN PUBLISHING LLC VENDOR TYPE: F

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STATE OF TENNESSEE STATEWIDE ACCOUNTING AND REPORTING SYSTEM DAILY SUMMARY OF WRITTEN WARRANTS ACCOUNTING DATE 08/15/07

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WILDLIFE RESOURCES AGENCY
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PAGE 3

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REPORT-ID: AG058825-02

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STATE OF TENNESSEE
STATEWIDE ACCOUNTING AND REPORTING SYSTEM
DAILY SUMMARY OF WRITTEN WARRANTS
ACCOUNTING DATE 03/24/08

DEPARTMENT 328 WILDLIFE RESOURCES AGENCY 03/24/08 (19:23) 5044197 03/12/08 32801 T43 1 T3475 5044208 03/17/08 32801 T45 1 T3489 5044208 03/17/08 32801 T45 1 T3489 R570552 02/27/08 32801 398 3 3410 R570552 02/27/08 32801 398 3 3410 WARRANT ---- BATCH ----- D VOUCHER F NUMBER DATE DEPT/ NO M NUMBER *MANUAL DIV 5044195 03/17/08 32801 T45 1 T3501 R570911 03/12/08 32801 423 3 3670 R570911 03/12/08 32801 423 3 3670 5044196 03/06/08 32801 T33 1 T4261 VENDOR NAME J F GRIFFIN PUBLISHING LLC VENDOR NAME PITNEY BOWES INC VENDOR NAME PRESSTEK INC VENDOR NAME PROFESSIONAL LAND SERVICES (PL VENDOR NAME ALLIED WASTE SERVICES #840 CYCLE 00191 20 20 20 01 32801 6612 20 01 32801 2100 20 01 32801 2100 20 20 01 32801 20 01 32801 20 01 32801 6506 FD DEPT/ COST GR/SUB DIV CENTR *PR/SUB 01 32801 6507 01 32801 6501 01 32801 6506 6622 6629 6M8 100 102 102 $\begin{smallmatrix}103\\103\end{smallmatrix}$ 300 100 TC 08/AGY *SRC/AG 0455 0455 076 076 0835 0835 095 095 SUB F DOCUMENT INVOICE NUMBER GL FY NUMBER-SUFFIX 08 4035979 08 8492051 08 8492051 8 80 80 08 FA0821377 00 693 08 FA0821377 01 693 8585523 DP0820921 00 DP0820921 00 8575499 01 5911354801 01 436465 01 436465 10 10 07224 07224 564633 2940122 WARRANT TOTAL WARRANT TOTAL WARRANT TOTAL WARRANT TOTAL WARRANT TOTAL WILDLIFE RESOURCES AGENCY
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WARRANT NUMBER BEGINNING ENDING

NUMBER WRITTEN

27.82

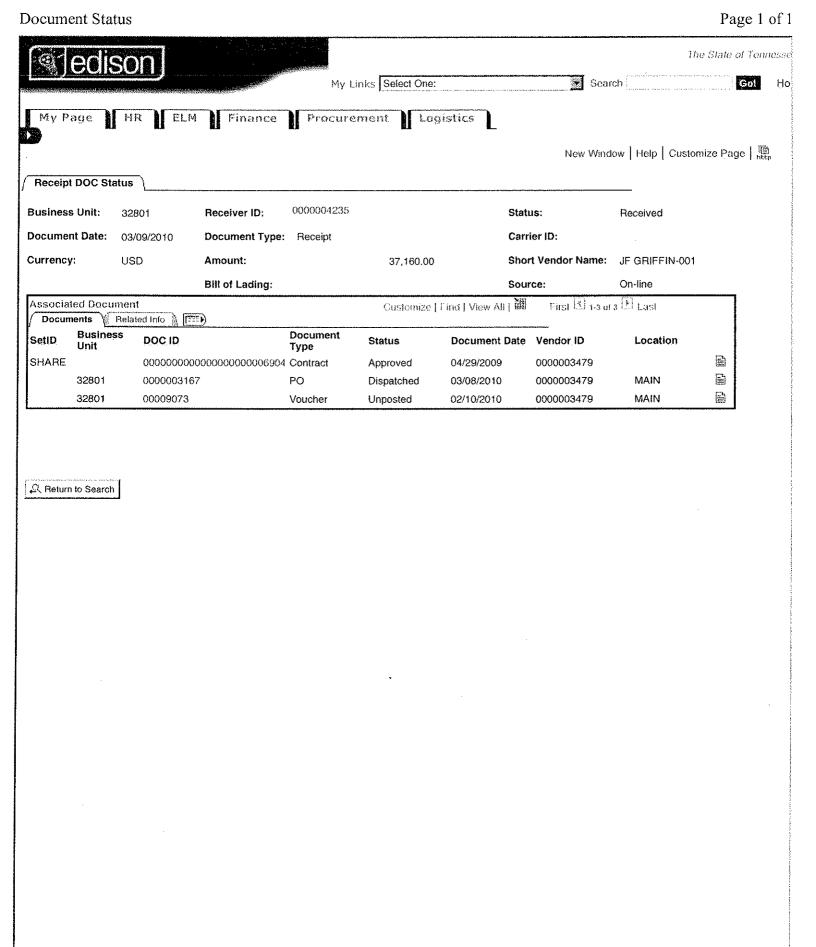
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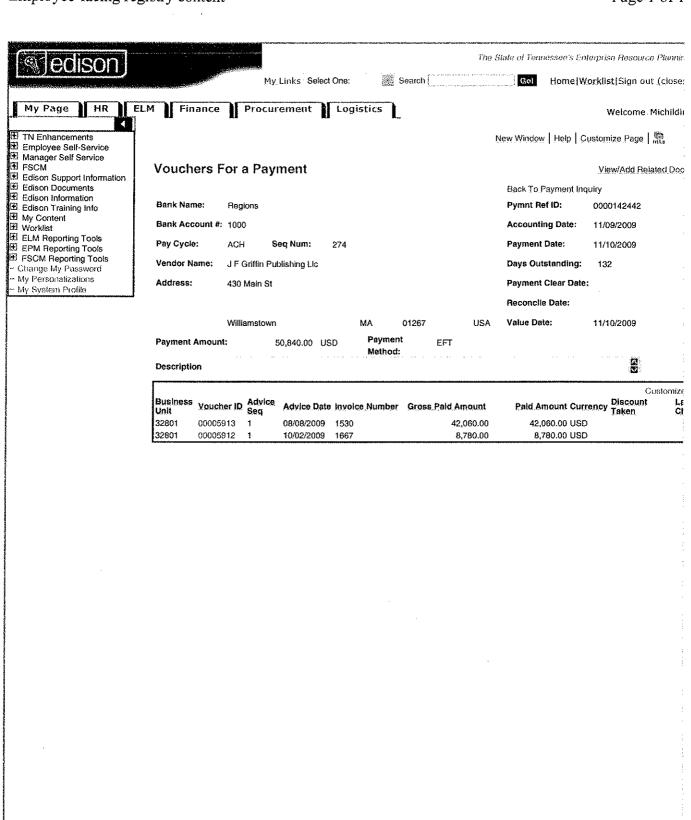


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S071

S T A R S VENDOR PAYMENT FILE 03/22/10 13:42

DIRECT ACCESS:

FUNCTION: N (I,N), PF1=HELP, PF2=RETURN TO MENU, PF4=END DIRECT ACCESS

VENDOR NO: V010824458 00 DEPT: 328 DIV: 01 INVOICE NO: 1101

VENDOR NAME: J F GRIFFIN PUBLISHING LLC VENDOR TYPE: F

TRANSACTION	ID INVOICE	TC R	CUR DOC DUE DATE	NO REF PROC DATE	DOC NO REDEEM DT	WARRANT NO AMOUNT
32801090303D36		103	5377		21377 00	R987324
11 32801090303D36 11	700013	103	02/23/09 5377 02/23/09	03/11/09 FA082 03/11/09	03/13/09 21377 01 03/13/09	20,580.00 R987324 20,580.00

Z06 SUCCESSFUL RECALL Z41 ENTER INQUIRY DATA

Date: 3/22/2010 Time: 1:44:34 PM

NON-COMPETITIVE AMENDMENT REQUEST:

A	ROVED	
C	missioner of Finance & Administration	

1) RFS#	RFS 32801- 00141								
2) Procuring Agency :	Tennessee Wildlife Resources Agency								
	EXISTING CONTRACT INFORMATON	~~~							
3) Service Caption :	Printing and distribution regulatory guides								
4) Contractor :	J.F. Griffin Publishing								
5) Contract #	FA-08-21377-00								
6) Contract Start Date :	July 1, 2007								
7) CURRENT Contract Er	nd Date: (if ALL options to extend the contract are exercised)	Jun	e 30, 2012						
8) CURRENT Maximum C	ost: (if ALL options to extend the contract are exercised)	\$ 44	14,000.00						
	PROPOSED AMENDMENT INFORMATON								
9) Amendment #			3						
10) Amendment Effective I	Date: (attached explanation required if < 60 days after F&A rece	ipt)	July 1, 2010						
11) PROPOSED Contract E	ind Date: (if ALL options to extend the contract are exercised)		June 30, 2012						
12) PROPOSED Maximum Cost: (if ALL options to extend the contract are exercised) \$ 444,000.00									
13) Approval Criteria : (select one)	use of Non-Competitive Negotiation is in the best i	ntere	est of the state						
	only one uniquely qualified service provider able to	o pro	vide the service						
14) Description of the Prop	osed Amendment Effects & Any Additional Service :								
TWRA is required by T.C.A> 70-1-304 to print regulatory guides. The contract was awarded via RFP-328.01-505 to J.F. Griffin Publishing, LLC, in 2007 for a five (5) year contract, to be amended each year because of the volatility of the price of paper at the time of the award.									
15) Explanation of Need for	the Proposed Amendment :								
	les which are statutorily required.								
16) Name & Address of Cor	itractor's Current Principal Owner(s): (not required for a TN s	tate e	ducation institution)						
Drew Kelly J.F. Griffin	Publishing 430 Main St. Williamstown, MA 01267								
17) Office for Information Re	esources Endorsement: (required for information technology s	ervice	e; n/a to THDA)						
Documentation is	Not Applicable to this Request Attache	d to	this Request						
18) eHealth Initiative End	orsement: (required for health-related professional, pharmaceu	tical, I	aboratory, or imaging service)						

	racking #		6904	(Contract # F A - 0 8 - 2 1 3	77.00	3
***************************************	28.01-00141				FA-06-213	77-00	
Contractor J.F. Griffi	or in Publishing				ederal Employer Ide ✓ V- 01-0824458		ocial Security #
Amendme	ent Purpose/ Effects						
Extend c	ontract for publishing	three regulatory gu	ides, which	n are mandate	ed by statue with th	e same vendor	
Contract	Begin Date	Contract End Date		Subrecipie	nt or Vendor	CFDA #(s)	
July 1, 20	007	June 30,2011		Subrec	ipient 🔀 Vendor		
FY	State	Federal	Inter	departmentai	Other	TOTAL C	ontract Amoun
08	\$98,000.00						\$98,000.00
09	\$98,000.00						\$98,000.00
10	\$88,000.00						\$88,000.00
11	\$88,000.00						\$88,000.00
TOTAL:	\$372,000.00						\$372,000.00
	Recovery and Reinve		Funding - [YES	⊠ NO		
	COMPLETE FOR AM AMENDED? X	ENDMENTS — ES NO	Agend	cy Contact &	Telephone #		
FY	Base Contract & Prior Amendments	THIS Amendme	Don (Crawford (615	5)781-6542		
08	\$98,000.00				icer Approval (there		
09	\$98,000.00		from we	which this obligation of the contract of the c	ation is required to be obligations previously	e paid that is not incurred)	otherwise
10	\$88,000.00		.,				
11		\$88,000			reten to	m	
			<u> 6501</u>		150	count Code	
TOTAL:	\$284,000.00	\$88,000	.00 6500	, WROOOD	049		

F&A Secured Document FA0821377-03

AMENDMENT THREE TO FA-08-21377-00

This Contract Amendment is made and entered by and between the State of Tennessee, Tennessee Wildlife Resources Agency, hereinafter referred to as the "State" and J,F. Griffin Publishing, hereinafter referred to as the "Contractor." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Contract is hereby amended as follows:

- 1. The text of Contract Section B. 1. is deleted in its entirety and replaced with the following:
 - B.1. This contract shall be effective for the period commencing on July 1, 2010 and ending on June 30, 2011. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.
- 2. The text of Contract Section C.1 is deleted in its entirety and replaced with the following:
 - C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed three hundred and seventy-two thousand dollars (\$372,000.00). The Service Rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The Service Rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the Service Rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

The revisions set forth herein shall be effective on the date of final approval by the appropriate State officials in accordance with applicable Tennessee State laws and regulations. All other terms and conditions not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

J.F GRIFFIN PUBLISHING:

CONTRACTOR SIGNATURE

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

TENNESSEE WILDLIFE RESOURCES AGENCY:

Ed Carta	4/20/10	
ED CARTER, EXECUTIVE DIRECTOR	DATE	
APPROVED:		
COMMISSIONER OF FINANCE & ADMINISTRATION	DATE	
COMMISSIONER HUMAN RESOURCES	DATE	
•		
COMPTROLLER OF THE TREASURY	DATE	



GENERAL ASSEMBLY OF THE STATE OF TENNESSEE FISCAL REVIEW COMMITTEE

320 Sixth Avenue, North – 8th Floor NASHVILLE, TENNESSEE 37243-0057 615-741-2564

Sen. Bill Ketron, Chairman

Senators

Douglas Henry Doug Jackson Reginald Tate Ken Yager

Paul Stanley

Randy McNally, ex officio

Lt. Governor Ron Ramsey, ex officio

Rep. Charles Curtiss, Vice-Chairman

Representatives

Harry Brooks Curtis Johnson Steve McManus Donna Rowland Tony Shipley Curry Todd

Mary Pruitt

Eddie Yokley

Craig Fitzhugh, ex officio

Speaker Kent Williams, ex officio

MEMORANDUM

TO:

The Honorable Dave Goetz, Commissioner

Department of Finance and Administration

FROM:

Bill Ketron, Chairman, Fiscal Review Committee

Charles Curtiss, Vice-Chairman, Fiscal Review Committee

DATE:

August 6, 2009

SUBJECT:

Contract Comments

(Fiscal Review Committee Meeting 8/4/09)

RFS# 328.01-505

Department: Tennessee Wildlife Resources Agency (TWRA)

Contractor: J. F. Griffin Publishing, LLC

Summary: The vendor is currently responsible for the production and printing of the State's three regulatory guides for hunting, fishing and waterfowl seasons. The proposed amendment extends the current contract for an additional year through June 30, 2010, and increases the maximum liability by \$88,000.

Maximum liability: \$196,000

Maximum liability w/amendment: \$284,000

After review, the Fiscal Review Committee voted to recommend approval of the contract amendment.

cc: Mr. Ed Carter, Executive Director, TWRA

Mr. Robert Barlow, Director, Office of Contracts Review



TENNESSEE WILDLIFE RESOURCES AGENCY

P.O. BOX 40747
NASHVILLE, TENNESSEE 37204

June 26, 2009

Jim White, Executive Director Fiscal Review Committee 8th Floor, Rachel Jackson Building Nashville, TN 37243 RECEIVED

JUN 3 0 2009

FISCAL REVIEW

Dear Mr. White:

I am requesting approval for amendment number two (2) to our contract for printing our statutorily—required regulatory guides. The contract was awarded via RFP-328.01-505 to J.F. Griffin Publishing, LLC, in 2007 for a five (5) year contract, to be amended each year because of the volatility of the price of paper at the time of the award. The RFP was bid as follows:

Years 1 & 2 - \$98,000.00 each year Years 3 & 4 - \$88,000.00 each year Year 5 - \$72,000.00 each year

The decrease in the yearly payment rate is due to the vendor selling advertising in the guides in order to supplement the state's portion of the cost. The previous vendor, Liberty Press charged \$121,856 per year to print these guides and they were the only other company to submit a proposal to our RFP. So far we have saved \$23,856 a year for the first two years and looking to save an additional \$10,000 this year with J.F. Griffin Publishing, LLC. We have also checked with the state's printing division, but they do not have the proper equipment to print these guides.

We apologize for this not being submitted at least sixty (60) days in advance but we were not aware that a contract that had been award by an RFP also had to be approved by the Fiscal Review Committee when the maximum liability reached \$250,000. Also, we did not receive the Edison generated e-mail on June 4, 2009, that the amendment had been denied by the comptroller's office due to this oversight. It was only discovered upon our service procurement coordinator manually going through each contract submitted in the system.

If you have any further questions please contact me. Your favorable approval of this amendment would be much appreciated.

Sincerely,

Ed Carter

Executive Director

Ed Carter no

Tennessee Wildlife Resources Agency

enclosures

The State of Tennessee

AN EQUAL OPPORTUNITY, EQUAL ACCESS, AFFIRMATIVE ACTION EMPLOYER

$\frac{Supplemental\ Documentation\ Required\ for}{Fiscal\ Review\ Committee}$

		~ ^ ^		r					
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					Phor		440.04		
*Contract Num		A-00-21377-0	0	_	*RFS Numl			-505-08	
*Original Cont		ly 1, 2007			*Current I		June 3	0, 2009	
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					by FRC.				
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and provide the authority for the			1V/A						
carry forward pro	vision:								
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Contract Allocation	on, pleas	se give the	N/A						
reasons and expla	ain how :	funding	IN/A						
was acquired to p	ay the o	verage:							

Supplemental Documentation Required for Fiscal Review Committee

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*Contract Funding	State:	\$284,0	00		Federal:		
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Interdepartmen	tal:				047		
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STATE OF TENNESSEE STATEWIDE ACCOUNTING AND REPORTING SYSTEM DAILY SUMMARY OF WRITTEN WARRANTS ACCOUNTING DATE 08/15/07

ADMIN AGENCY 328.01 WILDLIFE RESOURCES AGENCY WILDLIFE RESOURCES AGENCY

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R307009 07/26/07 32801 022 3 0212 R307009 07/26/07 32801 022 3 0212 R306946 R306946 R306946 R306834 R306834 WARRANT NUMBER *MANUAL R306974 08/14/07 32801 055 3 R307055 08/13/07 31799 P08 3 55 R306935 08/13/07 32801 047 3 0420 R306892 08/14/07 32801 055 3 0484 R306872 R306857 R306817 08/14/07 32801 055 3 0489 R306817 08/14/07 32801 055 3 0489 08/14/07 32801 055 3 08/14/07 32801 055 3 08/14/07 32801 055 3 08/14/07 32801 055 3 0483 08/13/07 32801 047 3 08/13/07 32801 047 3 08/13/07 32801 047 3 0421 DATE DEPT/ NO M VENDOR NAME GOVERNOR'S BOOKS FROM BIRTH FO VENDOR NAME J F GRIFFIN PUBLISHING LLC VENDOR NAME GEORGE VENDOR NAME WILLIAM VENDOR NAME WILLIAM VENDOR NAME JEFFREY VENDOR NAME DUSTIN VENDOR NAME WILLIAM VENDOR NAME RONALD VENDOR NAME ANN 0503 0503 0423 VOUCHER F D SCHOLTEN C REEVES F BREEDING A SKELTON L BUTTRAM J SORRELLS W CANDLER S REASOR 20 01 32801 6506 20 01 32801 6501 20 01 32801 20 01 32801 7808 20 01 32801 7311 20 01 32801 4910 20 20 01 32801 2220 20 01 32801 01 32801 01 32801 01 32801 01 32801 01 32801 FD DEPT/ DIV 21 32801 7809 32801 7809 7300 7300 7300 CENTR 2910 6632 6632 GR/SUB 851 882 882 265 103 126 126 126 126 126 126 126 126 126 126 126 126 TC OB/AGY *SRC/AG 0455 0455 0394 03A4 03B4 03C4 0304 0324 0324 0304 0304 0304 SUB 08 F DOCUMENT INVOICE NUMBER FY NUMBER-SUFFIX 80 80 08 80 08 80 80 08 80 FA0821377 00 FA0821377 00 073107 080407 073107 080407 073107 080407 CHARITY FUND 071107 071907 070107072907 072307 072607 072107 072807 071607080707 071607080707 071607073107 071707 080707 071707 080707 WARRANT TOTAL -DECR WARRANT PAY 23,030.00 46,060.00 1,157.92 239.40 753.52 165.00 195.96 195.96 411.78 411.78 345.08 393.30 120.50 345.08 513.80 46.50 10.00 36.00 36.00 10.00 53.36 53.36 34.50 12.00

DEPARTMENT 08/15/07 (19:01)

328 WILDLIFE RESOURCES AGENCY CYCLE 00034

REPORT-ID: AG05B825-02

STATE OF TENNESSEE
STATEWIDE ACCOUNTING AND REPORTING SYSTEM
DAILY SUMMARY OF WRITTEN WARRANTS
ACCOUNTING DATE 03/24/08

DEPARTMENT 03/24/08 (19:23) 328 WILDLIFE RESOURCES AGENCY **CYCLE 00191** VOUCHER F FD DEPT/ DIV (COST GR/SUB CENTR *PR/SUB TC OB/AGY SUB F DOCUMENT INVOICE NUMBER **SRC/AG GL FY NUMBER-SUFFIX WILDLIFE RESOURCES AGENCY
WILDLIFE RESOURCES AGENCY
WILDLIFE RESOURCES AGENCY
PAGE
1

5044197 5044208 5044208 R570552 02/27/08 32801 398 3 3410 R570552 02/27/08 32801 398 3 3410 WARRANT ---- BATCH ----- D
NUMBER DATE DEPT/ NO M
**MANUAL DIV 5044195 03/17/08 32801 T45 1 T3501 R570911 03/12/08 32801 423 3 3670 R570911 03/12/08 32801 423 3 3670 5044196 03/06/08 32801 T33 1 T4261 03/12/08 32801 T43 1 T3475 03/17/08 32801 T45 1 T3489 03/17/08 32801 T45 1 T3489 VENDOR NAME ALLIED WASTE SERVICES #840 VENDOR NAME PRESSTEK INC VENDOR NAME PROFESSIONAL LAND SERVICES (PL VENDOR NAME J F GRIFFIN PUBLISHING LLC VENDOR NAME PITNEY BOWES INC 20 20 20 20 20 01 32801 20 01 32801 20 20 01 32801 6506 222 01 32801 6507 01 32801 6501 01 32801 6506 32801 32801 32801 6622 6629 6612 2100 2100 8W9 103 100 100 100 100 102 0455 0455 095 076 076 095 095 0835 08 08 08 08 80 08 FA0821377 00 08 FA0821377 01 80 4035979 8492051 8492051 8575499 8585523 DP0820921 00 07224 DP0820921 00 07224 01 01 564633 01 2940122 5911354801 436465 436465 693 WARRANT TOTAL WARRANT TOTAL WARRANT TOTAL WARRANT TOTAL -DECR WARRANT PAY 2,940.00 38,220.00 41,160.00 7,550.00 450.00 6,495.00 6,495.00 8,000.00 70.26 70.26 36.00 6.06 21.76

WARRANT NUMBER BEGINNING ENDING

NUMBER WRITTEN

5044195

5044208

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WARRANT TOTAL

27.82

Page: 1 Document Name: untitled

S071

STARS VENDOR PAYMENT FILE 07/07/09 09:43

DIRECT ACCESS:

FUNCTION: N (I,N), PF1=HELP, PF2=RETURN TO MENU, PF4=END DIRECT ACCESS

VENDOR NO: V010824458 00 DEPT: 328 DIV: 01 INVOICE NO: 853

VENDOR NAME: J F GRIFFIN PUBLISHING LLC

VENDOR TYPE: F

TRANSACTION ID TO R CUR DOC NO REF DOC NO WARRANT NO INVOICE NO DUE DATE PROC DATE REDEEM DT AMOUNT

32801080731D02900006 103 0301 FA0821377 01 R757618

853

08/22/08 08/01/08 08/22/08 23,030.00

Z07 NEXT REC DISPLAYED Z41 ENTER INQUIRY DATA

Date: 7/7/2009 Time: 9:44:51 AM

Page: 1 Document Name: untitled

S071

S T A R S VENDOR PAYMENT FILE 07/07/09 09:43

DIRECT ACCESS:

FUNCTION: N (I,N), PF1=HELP, PF2=RETURN TO MENU, PF4=END DIRECT ACCESS

VENDOR NO: V010824458 00 DEPT: 328 DIV: 01 INVOICE NO: 1018

VENDOR NAME: J F GRIFFIN PUBLISHING LLC VENDOR TYPE: F

TRANSACTION ID INVOICE	TC NO	R CUR DOC DUE DATE	NO REF PROC DATE	DOC NO REDEEM DT	WARRANT NO AMOUNT
32801081001D13100001	103	1961	FA082	21377 00	R810120
1018		<pre># 09/26/08</pre>	10/03/08	10/07/08	5,390.00
32801081001D13100002	103	1961	FA082	21377 01	R810120
1018		* 09/26/08	10/03/08	10/07/08	5,390.00
32801090303D36700012	103	5377	FA082	21377 00	R987324
1101		* 02/23/09	03/11/09	03/13/09	20,580.00
32801090303D36700013	103	5377	FA082	21377 01	R987324
1101		* 02/23/09	03/11/09	03/13/09	20,580.00
32801080731D02900005	103	0301	FA082	21377 00	R757618
853		08/22/08	08/01/08	08/22/08	23,030.00
Z06 SUCCESSFUL RECALL					
Z41 ENTER INQUIRY DATA					

NON-COMPETITIVE AMENDMENT REQUEST:

APPROVED	
Commissioner of Finance & Administration	

1)	RFS#	328.01-505-08						
2)	Procuring Agency : Tennessee Wildlife Resources Agency							
3)	Service Caption :	Printing of three (3)Regulatory Guides (hunting/trapping, fis	shin	g and waterfowl)				
4)	Contractor :	J.F. Griffin Publishing, LLC.						
5)	Contract #	FA - 08 - 21377 - 00						
6)	Contract Start Date :	July 1, 2007						
7)	CURRENT Contract En	d Date: (if ALL options to extend the contract are exercised)	June	e 30, 2012				
8)	CURRENT Maximum C	ost: (if ALL options to extend the contract are exercised)	§ 44	4,000.00				
		PROPOSED AMENDMENT INFORMATON						
9)	Amendment #		2					
10)	July 1, 2009							
11)	PROPOSED Contract E	ind Date: (if ALL options to extend the contract are exercised)	ed) June 30, 2012					
12)	12) PROPOSED Maximum Cost: (if ALL options to extend the contract are exercised) \$ 444,000.00							
	Approval Criteria : (select one)	use of Non-Competitive Negotiation is in the best interest of the state						
		only one uniquely qualified service provider able to	pro	ovide the service				
14)	Description of the Prop	osed Amendment Effects & Any Additional Service :						
	Amends term and max	cimum liability to contract awarded pursuant to RFP 328.01-5	505.					
15)	Explanation of Need fo	r the Proposed Amendment :						
	We are required by sta	atue (TCA section 70-1-304) to publish these three regulatory	y gu	iides each year.				
16)	Name & Address of Co	ntractor's Current Principal Owner(s): (not required for a TN sta	ate 6	education institution)				
	Drew Kelly 430 Main S	street, Suite 5 Williamstown, MA 01267		11 :				
17)	Office for Information F	lesources Endorsement: (required for information technology se	rvic	e; n/a to THDA)				
	Documentation is	Not Applicable to this Request Attached	d to	this Request				
18)	eHealth Initiative End	lorsement: (required for health-related professional, pharmaceuti	ical,	laboratory, or imaging service)				
	Documentation is	5 7		this Request				

NICKI	ALABA	
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19)	Department of Human Resources Endorsement: (required for state employees training service)
	Documentation is Not Applicable to this Request Attached to this Request
20)	Description of Procuring Agency Efforts to Identify Reasonable, Competitive, Procurement Alternatives :
	Contract awarded pursuant to RFP process.
21)	Justification for the Proposed Non-Competitive Amendment :
	The use of this vendor, J.F. Griffin has already saved the state \$23,856 each year from the past vendor, Liberty Press (\$121,856 each year). This year we will be saving additional \$10,000 and more in the fifth (5 th) year of the contract.
RFF	P, as bid:
	Years 1 & 2 - \$98,000.00 ea year
	Years 3 & 4 - \$88,000.00 ea year
	Year 5 - \$72,000 ea year
(mus	NCY HEAD SIGNATURE & DATE: the signed & dated by the ACTUAL procuring agency head as detailed on the Signature Certification on file with OCR— signature authorized signatory will be accepted only in documented exigent circumstances)
	SIGNATURE & DATE

	CON	TRACTA	ME	NDME	NT CO	VER			
RFS Trac	king #	Edison	Contract ID #			Amendment #			
328.0	01-00050	0		69	104		2		
Amendme	ent Purpose			Delegated Au	thority Requisition	on ID# (O	NLY if applicable)		
	contract for publishing the d by statue with the san	hich are							
Contracto	r/Grantee			Contractor/Grantee FEIN or SSN					
J.F. Griff	in Publishing			☐ C- or <a>V- 01-0824458					
Begin Dat	e	End Date		Subrecipient or Vendor CFDA #(s)					
July 1, 20	007	June 30, 2010	. :	Subrecip	ient Vendor				
FY	State	Federal	Interd	lepartmental	Other	ТО	TAL Contract Amount		
08	\$98,000.00						\$98,000.00		
09	\$98,000.00	·				· ·	\$98,000.00		
10	\$88,000.00						\$88,000.00		
	·								
TOTAL:	\$284,000.00						\$284,000.00		
— COMPLETE FOR AMENDMENTS —			Procur	ing Agency Co	ntact & Telephor	ne #			
FY Base Contract & <u>THIS</u> Amendment ONLY				awford (615)78	31-6542				
08	\$98,000.00						re is a balance in the to be paid that is not		
09	\$98,000.00				to pay obligations				
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TOTAL:	\$196,000.00	\$88,000.00	6501 -	.WR00000 .WR00000	049				
	— OCR Use -	_	Procur	ement Process	Summary (FA or	ED-type o	only)		
	(1) (Secured E	002ument 377-02							
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AMENDMENT TWO TO FA-08-21377-00

This Contract Amendment is made and entered by and between the State of Tennessee, Tennessee Wildlife Resources Agency, hereinafter referred to as the "State" and J.F. Griffin Publishing, hereinafter referred to as the "Contractor." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Contract is hereby amended as follows:

- 1. The text of Contract Section B.1. is deleted in its entirety and replaced with the following:
 - B.1. This contract shall be effective for the period commencing on July 1, 2007 and ending on June 30, 2010. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.
- 2. The text of Contract Section C.1 is deleted in its entirety and replaced with the following:
 - C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed two hundred and eighty-four thousand dollars (\$284,000.00). The Service Rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The Service Rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the Service Rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

The revisions set forth herein shall be effective July 1, 2009. All other terms and conditions not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

J.F. GRIFFIN PUBLISHING:

CONTRACTOR SIGNATURE

DATE

ANDREW T- KELLY

PUBLISHER

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

TENNESSEE WILDLIFE RESOURCES AGENCY:

Fod Cartes	5/26/09	
ED CARTER, EXECUTIVE DIRECTOR	DATE	
APPROVED:		
COMMISSIONER OF FINANCE & ADMINISTRATION	DATE	
COMMISSIONER HUMAN RESOURCES	DATÉ	
COMPTROLLER OF THE TREASURY	DATE	

RFS#	NAMES AND A STREET		IV I	RACT	3 0	M M A R		HEE			02
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328.01——08 State Agency Tennessee Wildlife Resources Agency Contractor Name J.F. Griffin Publishing						FA-08-21377-01 State Agency Division Information and Education, Don Crawford (615)781-6542 Contractor ID # (FEIN or SSN)					
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Service Description											
			selling	advertisement for	same.		······································				· · · · · · · · · · · · · · · · · · ·
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Contract Begin Date July 1, 2007			June 30, 2009			Vendor					
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CONT	RACT SUMMARY SHEET SUPPLEMENT
Contract Number	FA - 08 - 21377 - 01
Fiscal Year	2009

Allotment Code	Cost Center	Object Code	Fund	Grant Code	Subgrant Code	CFDA#	Amount
328.01	6501	045	20				\$49,000.00
328.01	6506	045	20				\$49,000.00
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					-		
						W-10-10-10-10-10-10-10-10-10-10-10-10-10-	
			TOTAL				\$98,000.00

AMENDMENT One TO FA-08-21377-00

This Contract Amendment is made and entered by and between the State of Tennessee, Tennessee Wildlife Resources Agency, hereinafter referred to as the "State" and J.F. Griffin Publishing, hereinafter referred to as the "Contractor." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Contract is hereby amended as follows:

- 1. The text of Contract Section B.1. is deleted in its entirety and replaced with the following:
 - B.1. This contract shall be effective for the period commencing on July 1, 2007 and ending on June 30, 2009. The State shall have no obligation for services rendered by the Contractor which are not performed with in the specified period.
- 2. The text of Contract Section C.1. is deleted in its entirety and replaced with the following:
 - C.1. <u>Maximum Liability</u>. In no event shall the maximum liability of the State under this Contract exceed one hundred and ninety-six thousand dollars (\$196,000.00). The Service Rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The Service Rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the Service Rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

The revisions set forth herein shall be effective July 1, 2008. All other terms and conditions not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF:

J.F GRIFFIN PUBLISHING:

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

TENNESSEE WILDLIFE RESOURCES AGENCY:

GARY T. MYERS, EXECUTIVE DIRECT

DAT

APPROVED:

m.s. Socty. g. IKW	APR 3 0 2008
M. D. GOETZ, JR., COMMISSIONER DEPARTMENT OF FINANCE AND ADMINISTRATION	DATE
DEPARTMENT OF PINANCE AND ADMINISTRATION	
NOT APPLICABLE	
DEBORAH E. STORY, COMMISSIONER	DATE
DEPARTMENT OF HUMAN RESOURCES	
Chi / Mon-	1 1
Jun G. 10 10 7	5/5/n8

JOHN G. MORGAN, COMPTROLLER OF THE TREASURY DATE

Edison 7 D# 6904

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RFS#	RFS# Contract#							
328.01 -505 - 08			FA-08-21377-00					
State Agen					State Agency Division			
	e Wildlife Resources /	Agency				n Crawford 781-65	542	
Contractor	· Name) # (FEIN or SSN)		
J.F. Griffin	n Publishing, LLC				☐ C- or 🗵	V- 01-08244	58	
Service De	scription							
Printing re	egulatory guides and se	elling adver	tising for same					
Contri	act Begin Date	Cor	ntract End Date		SUBRECIPIE	NT or VENDOR?		CFDA#
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	tractor is on STARS			I FORMACIONA	******	actor's Form W-9		
Allotment 328.0			Object Code		Fund	Funding Grant	Code	Funding Subgrant Code
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FY	Base Contract & Prior Amendments		Amendment ONLY	Sandi I	Moseley 615-7	81-6512		
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CONTRACT BETWEEN THE STATE OF TENNESSEE, TENNESSEE WILDLIFE RESOURCES AGENCY AND J. F. GRIFFIN PUBLISHING, LLC

This Contract, by and between the State of Tennessee, TENNESSEE WILDLIFE RESOURCES AGENCY, hereinafter referred to as the "State" and J. F. GRIFFIN PUBLISHING, LLC, hereinafter referred to as the "Contractor," is for the provision of printing regulatory guides and selling advertising for same, as further defined in the "SCOPE OF SERVICES."

The Contractor is a LIMITED LIABILITY COMPANY.

Contractor Federal Employer ID Number: 01-0824458 Contractor Address: 430 Main St Williamstown, MA 01267

Contractor Place of Incorporation or Organization: Williamstown, MA

A. SCOPE OF SERVICES:

- A.1. The Contractor shall provide all services and deliverables as required, described, and detailed by this Scope of Services and shall meet all service and delivery timelines specified in the Scope of Services section or elsewhere in this Contract.
- A.2. The Contractor shall produce and publish the State's three (3) regulatory guides for the hunting/trapping, fishing and waterfowl seasons.
- A.3. The Contractor will do all production work, including design, layout and full composition of each guide, printing and delivering the finished guides to specified locations within Tennessee including the TWRA central office and three (3) regional offices.
- A.4. The Contractor will sell display advertising to offset costs associated with the aforementioned activities. Advertising should be limited to that which is consistent with the State's duties and functions relating to the management, protection, propagation and conservation of wildlife, including hunting, fishing, and boating. Emphasis should be placed on goods and services relating to hunting, fishing, trapping, boating and wildlife in general. Advertisements for sexually oriented products, services or establishments will not be used, as well as advertisements related to alcohol products. In accordance with the Tobacco Master Settlement Agreement, no advertisements for tobacco will be used.

All advertising will be submitted for the State's approval. The Executive Director of the Tennessee Wildlife Resources Agency shall have final approval over the appropriateness of all ads. Final approval for advertising will be obtained through the Tennessee Wildlife Resources Agency. Division of Information and Education, prior to printing.

- A.5. The State reserves the right to provide the Contractor with up to 4 (four) sponsorship pages secured by the State. These pages are included in the "content provided by the State" specification contained in Section A.7. of the Scope of Services.
- A.6. Before plates are made for printing, the contractor will provide blueline proofs and color proofs to the State so corrections and editorial changes may be made in the text as necessary.

- A.7. The Contractor will design the guides, maintaining the size of 8.0" x 10.5" with special attention paid to placing advertising so the continuity of editorial space is maintained and regulatory information is uninterrupted. The State will provide to the Contractor the editorial portion of the guides in PC format, InDesign and Microsoft Word. The fishing guide shall contain thirty-four (34) pages for editorial content supplied by the state and up to eighteen (18) pages for publisher advertisement. The hunting/trapping guide shall contain sixty-five (65) pages for editorial content supplied by the State and up to 35 pages for publisher advertisement. The waterfowl guide shall contain thirteen (13) pages for editorial content supplied by the State and up to seven (7) pages for publisher advertisement. Preference will be given to larger size ads to maintain a clean look. A classified section in the rear will be allowed, but page design will have to be approved by the State.
- A.8. The guides will be produced by a heated web press process, booklet sized (8"x10.5") documents with saddle stitch binding printed on coated stock with four (4) color throughout. Covers will be 70# coated paper or better. Balance of stock will be 40# coated paper or better.
- A.9. The Contractor shall label each box as to content and quantity prior to shipment. Guides to be cross-tied, shrink wrapped or cross banded in bundles of 100 guides packed in boxes, with the option to increase quantity to a maximum of 200 guides per box with state approval 15 days prior to shipping.
- A.10 The Contractor will provide a guaranteed stock cost for the paper used to print the guides for a minimum of the initial contract term.
- A.11. Production and delivery of publications require extremely tight deadlines based on decisions by the Tennessee Wildlife Resources Commission and revisions to fish and wildlife regulations. Often production schedules are predicated on meetings of the Tennessee Wildlife Resources Commission and will coincide with season opening dates. This translates into a minimum number of workdays required to layout, print, and distribute respective guides. In anticipation of these strict deadlines, there must be a turnaround time of three weeks from the time information is sent from the State until proof work and printing are completed and delivery is made to designated locations. If the contract term is extended by amendment, the quantities required will be approximately the same.
 - (a) On July 16:

The hunting/trapping guide must be delivered. Print quantity: 500,000

Delivered as follows:

Region I Office: 200 Lowell Thomas Drive Jackson, TN 38301 Quantity: 50,000

Central Office/Region II Office: 440 Hogan Road Nashville, TN 37204 Quantity: 350,000

Region III Office: 464 Industrial Blvd.

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Crossville, TN 38555 Quantity: 50,000

Region IV Office: 3030 Wildlife Way Morristown, TN 37814 Quantity: 50,000

(b) On September 3:

The waterfowl guide must be delivered. Print quantity: 100,000

Delivered as follows:

Region I Office: 200 Lowell Thomas Drive Jackson, TN 38301 Quantity: 15,000

Central Office/Region II Office: 440 Hogan Road Nashville, TN 37204 Quantity: 55,000

Region III Office: 464 Industrial Blvd. Crossville, TN 38555 Quantity: 15,000

Region IV Office: 3030 Wildlife Way Morristown, TN 37814 Quantity: 15,000

(c) On February 15:

The fishing guide must be delivered. Print quantity: 450,000

Delivered as follows:

Region I Office: 200 Lowell Thomas Drive Jackson, TN 38301 Quantity: 40,000

Central Office/Region II Office: 440 Hogan Road Nashville, TN 37204 Quantity: 330,000

Region III Office: 464 Industrial Blvd.

Crossville, TN 38555 Quantity: 40,000

Region IV Office: 3030 Wildlife Way Morristown, TN 37814 Quantity: 40,000

A.12. Printing of the guides requires the Tennessee State Publications Committee approval. The State will be responsible for obtaining print authorization for each guide from the Tennessee State Publications Committee.

B. CONTRACT TERM:

- B.1. This Contract shall be effective for the period commencing on July 1, 2007 and ending on June 30, 2008. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.
- B.2. Term Extension. The State reserves the right to extend this Contract for an additional period or periods of time representing increments of no more than one year and a total contract term of no more than five (5) years, provided that the State notifies the Contractor in writing of its intention to do so at least ninety (90) days prior to the contract expiration date. An extension of the term of this Contract will be effected through an amendment to the Contract. If the extension of the Contract necessitates additional funding beyond that which was included in the original Contract, the increase in the State's maximum liability will also be effected through an amendment to the Contract and shall be based upon rates provided for in the original contract.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed ninety-eight thousand dollars (\$98,000.00). The Service Rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The Service Rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the Service Rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

C.2. <u>Compensation Firm</u>. The Service Rates and the Maximum Liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.

C.3. Payment Methodology. The Contractor shall be compensated based on the Service Rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1. The Contractor's compensation shall be contingent upon the satisfactory completion of units of service or project milestones defined in Section A. The Contractor shall be compensated based upon the following Service Rates:

SERVICE	AMOUNT					
UNIT/Milestone	Year 1	Year 2*	Year 3*	Year 4*	Year 5*	
Delivery of hunting guides per Section A.10.	\$46,060.00	\$46,060.00	\$42,060.00	\$42,060.00	\$36,060.00	
Cost per additional page in hunting guide	\$0	\$0	\$0	\$0	\$0	
Cost per correction in hunting guide	\$0	\$0	\$0	\$0	\$0	
Delivery of waterfowl guides per Section A.10.	\$10,780.00	\$10,780.00	\$8,780.00	\$8,780.00	\$4,780.00	
Cost per additional page in waterfowl guide	\$0	\$0	\$0	\$0	\$0	
Cost per correction in waterfowl guide	\$0	\$0	\$0	\$0	\$0	
Delivery of fishing guides per Section A.10.	\$41,160.00	\$41,160.00	\$37,160.00 \$ 10 C	\$37,160.00	\$31,160.00 _*16K	
Cost per additional page in fishing guide	\$0	\$0	\$0	\$0	\$0	
Cost per correction in fishing guide	\$0	\$0	\$0	\$0	\$0	

*Contingent upon approval of contract amendment. Upon completion of the first year, proposed increases in paper costs will be negotiated and limited to the amount of paper price increase based on documentation of actual cost increases provided by the Contractor prior to renewing the options for extending the Contractor's contract.

The Contractor shall submit an invoice upon the completion of each guide, in form and substance acceptable to the State with all of the necessary supporting documentation, prior to any payment. Such invoices shall be submitted for completed units of service or project milestones for the amount stipulated. If additional pages are required by the State because of increased editorial content or if corrections are made by the State after blueline and/or color proofs are provided by the Contractor, the Contractor will be compensated at a rate specified above.

C.4. <u>Travel Compensation</u>. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.

- C.5. Payment of Invoice. The payment of the invoice by the State shall not prejudice the State's right to object to or question any invoice or matter in relation thereto. Such payment by the State shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the amounts invoiced therein.
- C.6. <u>Invoice Reductions</u>. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.
- C.7. <u>Deductions</u>. The State reserves the right to deduct from amounts which are or shall become due and payable to the Contractor under this or any Contract between the Contractor and the State of Tennessee any amounts which are or shall become due and payable to the State of Tennessee by the Contractor.
- C.8. Automatic Deposits. The Contractor shall complete and sign an "Authorization Agreement for Automatic Deposit (ACH Credits) Form." This form shall be provided to the Contractor by the State. Once this form has been completed and submitted to the State by the Contractor all payments to the Contractor, under this or any other Contract the Contractor has with the State of Tennessee shall be made by Automated Clearing House (ACH). The Contractor shall not invoice the State for services until the Contractor has completed this form and submitted it to the State.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Contract or any amendment thereof until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.
- D.2. <u>Modification and Amendment</u>. This Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate Tennessee State officials in accordance with applicable Tennessee State laws and regulations.
- D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the State. The State shall give the Contractor at least ninety (90) days written notice before the effective termination date. The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services.

 Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5. <u>Subcontracting</u>. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, they shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (sections D.6. and D. 7.). Notwithstanding any use of

- approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.
- D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Prohibition of Illegal Immigrants. The requirements of Public Acts of 2006, Chapter Number 878, of the state of Tennessee, addressing the use of illegal immigrants in the performance of any Contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.
 - a. The Contractor hereby attests, certifies, warrants, and assures that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document as Attachment 1, hereto, semi-annually during the period of this Contract. Such attestations shall be maintained by the contractor and made available to state officials upon request.
 - b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the period of this Contract, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work relative to this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work relative to this Contract. Attestations obtained from such subcontractors shall be maintained by the contractor and made available to state officials upon request.
 - c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Said records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
 - d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Public Chapter 878 of 2006 for acts or omissions occurring after its effective date. This law requires the Commissioner of Finance and Administration to prohibit a contractor from contracting with, or submitting an offer, proposal, or bid to contract with the State of Tennessee to supply goods or services for a period of one year after a contractor is discovered to have knowingly used the services of illegal immigrants during the performance of this Contract.

- e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not either a United States citizen, a Lawful Permanent Resident, or a person whose physical presence in the United States is authorized or allowed by the federal Department of Homeland Security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the Contract.
- D.9. Records. The Contractor shall maintain documentation for all charges against the State under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.10. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.11. <u>Progress Reports</u>. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.12. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.13. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.

- D.14. <u>State Liability</u>. The State shall have no liability except as specifically provided in this Contract.
- D.15. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.
- D.16. <u>State and Federal Compliance</u>. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.17. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the

exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.

- D.18. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.19. <u>Severability</u>. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.20. <u>Headings</u>. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. <u>Conflicting Terms and Conditions</u>. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by facsimile transmission, by overnight courier service, or by first class mail, postage prepaid, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

The State:

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Don King
Chief, Information and Education
Tennessee Wildlife Resources Agency
P.O. Box 40747 Nashville, Tennessee 37204-0747
Don.King@state.tn.us
615 781-6506 phone
615 781-6543 fax

The Contractor:

Drew Kelly, Vice President J. F. Griffin Publishing, LLC 430 Main St Williamstown, MA 01267 drew@ifgriffin.com 413-884-1001 phone 413-884-1039 fax

All instructions, notices, consents, demands, or other communications shall be considered effectively given as of the day of delivery; as of the date specified for overnight courier service delivery; as of three (3)business days after the date of mailing; or on the day the facsimile transmission is received mechanically by the telefax machine at the receiving location and receipt is verbally confirmed by the sender if prior to 4:30

- p.m. CST. Any communication by facsimile transmission shall also be sent by United States mail on the same date of the facsimile transmission.
- E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.4. Partial Takeover. The State may, at its convenience and without cause, exercise a partial takeover of any service which the Contractor is obligated to perform under this Contract, including but not limited to any service which is the subject of a subcontract between Contractor and a third party, although the Contractor is not in Breach (hereinafter referred to as "Partial Takeover"). Said Partial Takeover shall not be deemed a Breach of Contract by the State. Contractor shall be given at least 30 days prior written notice of said Partial Takeover with said notice to specify the area(s) of service the State will assume and the date of said assumption. Any Partial Takeover by the State shall not alter in any way Contractor's other obligations under this Contract. The State may withhold from amounts due the Contractor the amount the Contractor would have been paid to deliver the service as determined by the State. The amounts shall be withheld effective as of the date the State assumes the service. Upon Partial Takeover, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.5. State Ownership of Work Products. The State shall have all ownership right, title, and interest, including ownership of copyright, in all work products created, designed, developed, derived, documented, installed, or delivered to the State under this Contract. The State shall have royalty-free and unlimited rights to use, disclose, reproduce, or publish, for any purpose whatsoever, all said work products. The Contractor shall furnish such information and data upon request of the State, in accordance with the Contract and applicable State law.
- E.6. <u>Printing Authorization</u>. The Contractor agrees that no publication coming within the jurisdiction of *Tennessee Code Annotated*, Section 12-7-101, *et. seq.*, shall be printed unless a printing authorization number has been obtained and affixed as required by *Tennessee Code Annotated*, Section 12-7-103 (d).
- E.7. <u>Incorporation of Additional Documents</u>. Included in this Contract by reference are the following documents:
 - a. The Contract document and its attachments
 - b. All Clarifications and addenda made to the Contractor's Proposal
 - c. The Request for Proposal and its associated amendments
 - d. Technical Specifications provided to the Contractor
 - e. The Contractor's Proposal

In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these documents shall govern in order of precedence detailed above.

- E.8. Workpapers Subject to Review. The Contractor shall make all audit, accounting, or financial analysis workpapers, notes, and other documentation available for review by the Comptroller of the Treasury or his representatives, upon request, during normal working hours either while the analysis is in progress or subsequent to the completion of this Contract.
- E.9. <u>Public Funding Notice</u>. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Contractor relative to this Contract shall include the statement, "This project is funded under an agreement with the State of Tennessee." Any such notices by the Contractor shall be approved by the State.
- E.10. <u>Prohibited Advertising</u>. The Contractor shall not refer to this Contract or the Contractor's relationship with the State hereunder in commercial advertising in such a manner as to state or imply that the Contractor or the Contractor's services are endorsed.
- E.11. Copyrights and Patents. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the State for infringement of any laws regarding patents or copyrights which may arise from the Contractor's performance of this Contract. In any such action brought against the State, the Contractor shall satisfy and indemnify the State for the amount of any final judgment for infringement. The Contractor further agrees it shall be liable for the reasonable fees of attorneys for the State in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the State. The State shall give the Contractor written notice of any such claim or suit and full right and opportunity to conduct the Contractor's own defense thereof.
- E.12. <u>Authorized Individuals</u>. Each party hereto has provided the other party hereto with a list identifying the individuals from whom the other party is authorized to accept any notices, requests, demands, or other advice which may be given hereunder by the party providing such list. Said lists, which are attached hereto as Attachment 2, shall be valid until revoked or amended by further written notice. The parties hereto shall only be entitled to rely on notices, requests, demands, or other advice given by such individuals.
- E.13. Tennessee Consolidated Retirement System. The Contractor acknowledges and understands that, subject to statutory exceptions contained in Tennessee Code Annotated, Section 8-36-801, et. seq., the law governing the Tennessee Consolidated Retirement System (TCRS), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established pursuant to Tennessee Code Annotated, Title 8, Chapter 35, Part 3 accepts state employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the period of this Contract.
- E.14. <u>Debarment and Suspension</u>. The Contractor certifies, to the best of its knowledge and belief, that it and its principals:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency;

- b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining attempting to obtain, or performing a public (Federal, State, or Local) transaction or grant under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or Local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Contract had one or more public transactions (Federal, State, or Local) terminated for cause or default.
- E.15. Contractor Commitment to Diversity. The Contractor shall comply with and make reasonable business efforts to exceed the commitment to diversity represented by the Contractor's proposal responding to RFP-328.01-505 (Attachment 6.3, Section B, Item B.13.) and resulting in this Contract.

The Contractor shall assist the State in monitoring the Contractor's performance of this commitment by providing, as requested, a quarterly report of participation in the performance of this Contract by small business enterprises and businesses owned by minorities, women, and persons with a disability. Such reports shall be provided to the state of Tennessee Governor's Office of Business Diversity Enterprise in form and substance as required by said office.

IN WITNESS WHEREOF:	
J. F. GRIFFIN PUBLISHING, LLC	4/23/07
CONTRACTOR SIGNATURE	DATÉ
Drew Kelly, Vice President	
PRINTED NAME AND TITLE OF AUTHORIZED CONTRACTO	R SIGNATORY (above)
TENNESSEE WILDLIFE RESOURCES AGENCY	
Commence of Marian	5-15-07
GARY T. MYERS, EXECUTIVE DIRECTOR	DATE
APPROVED:	
DEPARTMENT OF FINANCE AND ADMINISTRATION:	
M.A. Hold Ales	(28/07
M. D. GOETZ, JR., COMMISSIONER	DATE /
•	
DEPARTMENT OF PERSONNEL:	
A 11A	
DEBORAH E STORY, COMMISSIONER	DATE
COMPTROLLER OF THE TREASURY:	
Jan G. Morgan	7/2/07
JOHN G. MORGAN, COMPTROLLER OF THE TREASURY	DATE

ATTACHMENT 1

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ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	,
CONTRACTOR LEGAL ENTITY NAME:	J.F. GRIFFIN PUBLISHING, CLC
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	01-0824458

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.

SIGNATURE & DATE:

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind the